

EXHIBIT “E - Part 2”

APPENDIX "A"

GENERAL CONDITIONS WORK PHASE

1. During the General Conditions Work Phase of this Agreement, the CONSTRUCTION MANAGER shall:

a. Provide and coordinate the following work, services, and facilities during the construction of the Project in a manner or pursuant to a Contract or Contracts approved in advance by the OWNER.

GENERAL CONDITIONS ITEMSESTIMATED COST

(1) Field Office Rental Changes and Security	\$408,837
(2) Utility Charges - Field Office (thru Belle Realty)	58,000
(3) Commercial Rent Tax Field Office	24,772
(4) Field Communications Equipment (Beepers, Radios)	10,375
(5) Field Office Furniture & Equipment	22,000
(6) Repair, Modifications & Maint. Of Field Office	59,000
(7) Photocopier include. Maint and Repair	36,700
(8) Blueprinting Equipment, Service & Supplies	26,650
(9) Shop Drawing Process Equipment & Supplies	50,000
(10) Field office Network Training	15,000
(11) Field Office Supplies	45,000
(12) Telephone/Mobile-Monthly Charges	60,200
(13) Telephone-Installation and Repair	20,000
(14) Postage, Express and Messenger Charges	42,800
(15) Outside Services	20,000
(16) Job Travel Expenses	20,000
(17) Project Vehicles	27,600
(18) Parking-Project Vehicles	11,500
(19) Surveys	75,000
(20) On-Site Survey Personnel	300,528
(21) Expediting, Filing Fees & Permits	100,000
(22) Sheds & Trailers (for Trades)	33,000
(23) Sheds & Trailers-Furnish & Set-Up Costs and Removals	20,000
(24) Pest Control (Field Office)	7,700
(25) Project Clean-Up	3,574,064
(26) Debris Removal-Carting Costs	594,982
(27) Small Tools, Equipment & Personnel Supplies	47,500
(28) Phase I Temporary Heat Costs	269,780
(29) Temporary Utility Work & Relocations	30,000
(30) Temporary Enclosures/Const. Aids	2,079,848
(31) Temporary Chemical Toilets	17,200
(32) Site Security Service	653,314
(33) Misc. Temporary Energy Costs	24,000
(34) Project/Const. Signs/Installation/Relocations	35,000
(35) Project Photos-Photo Services/ Time Lapse Photography	65,275
(36) Temporary Personnel/Material Hoists	2,348,710
(37) Use of Permanent Elevators for Hoisting	781,935
(38) Scaffolding Interior High Spaces	554,000
(39) Scaffolding/Enclosure at Exterior SW Curtainwall	150,000

A1

(40) Sidewalk Sheds (Bridge)	\$148,500
(41) Teamster On-Site Steward: Labor Cost	500,257
(42) Master Mechanic & Maint. Engineer	852,891
(43) Dewatering Underslab Drainage	10,152
(44) Temporary Ventilation Prior to Occupancy (Summer 1999&2000)	37,215
(45) Ground Breaking & Dedication Costs	17,000
(46) Insurance Costs on General Conditions	250,615

TOTAL ESTIMATED COSTS**\$14,536,900**

b. Unless otherwise directed by the OWNER

- (1) Prepare all necessary bid packages for the award of Contracts for the above work, services, and facilities.
- (2) After review of the bid package by the OWNER, solicit for bids or proposals; receive, open, and determine the lowest responsible and responsive bidder and advise the OWNER of said determination. After approval by the OWNER, award the Contract to said bidder and be responsible to the OWNER for the satisfactory performance of said Contract.

c. Upon direction by the OWNER

- (1) Prepare all bid packages for the award of Contracts for the above work, services, and facilities.
 - (2) Assist the OWNER who may; review the bid package; advertise for bids or proposals; receive, open, and determine the lowest responsible and responsive bidder and the CONSTRUCTION MANAGER further agrees that if the OWNER assigns the bid of any lowest responsible and responsive bidder to the CONSTRUCTION MANAGER, it will enter into Contract with said bidder and will become responsible to the OWNER for the satisfactory performance of said Contract.
2. During the General Conditions Work Phase of this Agreement, the OWNER shall have the right to approve all staffing of the Work.

APPENDIX "B"

DORMITORY AUTHORITY -- STATE OF NEW YORK

GENERAL CONDITIONS

**ONLY FOR GENERAL CONDITIONS WORK
PERFORMED BY CONSTRUCTION MANAGER**

B1

TABLE OF CONTENTS

ARTICLE

1. Contract and Contract Documents
2. Definitions
3. Materials, Services, and Facilities
4. Construction Manager's Title to Materials
5. Inspection and Testing of Materials
6. "Or Equal" Clause
7. Patents
8. Surveys, Permits, and Regulations
9. Construction Manager's Obligations
10. Weather Conditions
11. Inspection
12. Reports, Records, and Data
13. Time of Commencement and Completion of the Work
14. Correction of Work
15. Reduction of Wages and Salaries Caused by Governmental Action
16. Owner's Right to Withhold Certain Amounts and Make Application Thereof
17. Mutual Responsibility of Contractors
18. Subcontracts
19. Use of Premises and Removal of Debris
20. Estimated Quantities
21. Conflicting Conditions
22. Notice and Service Thereof
23. Withholding of Payments
24. Prohibited Interests
25. Signs
26. Use or Occupancy of Building Prior to Acceptance By Owner
27. Scope of Work
28. Representations of Construction Manager
29. The Owner's Right To Do Work

30. Certificate of Completion
31. Liens
32. Access to Work
33. Verifying Dimensions
34. Name Plates
35. Overloading
36. Temporary Toilet Facilities
37. Temporary Office
38. Temporary Light and Power
39. Restoration of Roadways and Pavements
40. Anti-Riot Provisions
41. Accessibility
42. Snow Removal
43. Quiet Operation
44. Guards and Railings
45. Temporary Use of Equipment
46. Tax Exemption
47. Temporary Elevator Service for Workmen
48. Temporary Roadways
49. Traffic Control
50. Pollution Control
51. Fire Prevention Control

B3

GENERAL CONDITIONS**1. CONTRACT AND CONTRACT DOCUMENTS**

The plans, specifications, and addenda prepared for the General Conditions Work Phase, shall form part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, headings, running headlines, and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit, or cast light on the interpretation of the provisions to which they refer. In case of any conflict or inconsistency between the provisions of the signed portion of this Contract and those of the specifications, the provisions of this signed portion of the Contract shall govern.

2. DEFINITIONS

The following terms as used in this Contract are defined as follows:

a. Work:

The term "Work" as used herein, refers to the General Conditions Work Items enumerated in this Contract and is that normally done at the location of the Project, and includes the performance of all labor and the furnishing of all plant, materials, supplies, equipment, and other facilities and things necessary or proper for or incidental to the carrying out and completion of this Contract. The term "Work Performed" shall be construed to include the delivery of material to and suitably storing it at the site of the Project.

b. Extra Work:

The term "Extra Work" as used herein refers to and includes Work required by the OWNER, which in the judgment of the OWNER involves changes in or additions to that required by the plans, specifications, and addenda in their present form.

c. CONSTRUCTION MANAGER:

A person, persons, firm, partnership, or corporation with whom this Contract is made by the OWNER.

d. Contract:

The term "Contract" as used herein shall be deemed to mean only the portions of this Agreement applicable to the General Conditions Work Phase of this Agreement.

e. Directed: Required: Approved: Acceptable:

Whenever they refer to Work or its performance, "directed", "required", "permitted", "ordered", "designated", "prescribed", and words of like import, shall imply the direction, requirements, permission, order, designation, or prescription of the OWNER; and "approved", "acceptable", "satisfactory", "in the judgement of", and words of like import, shall mean approved by or acceptable to or satisfactory to or in the judgement of the OWNER.

3. MATERIALS, SERVICES, AND FACILITIES

It is understood that, except as otherwise specifically stated in the Contract Documents the CONSTRUCTION MANAGER shall provide and pay for all materials, labor, tools, equipment, water, light, power, heat, and transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.

4. **CONSTRUCTION MANAGER'S TITLE TO MATERIALS**

No materials or supplies for the Work shall be purchased by the CONSTRUCTION MANAGER or by its Subcontractors subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by any other party. The CONSTRUCTION MANAGER warrants that he has good title to all materials and supplies used by him in the Work, or re-sold to the OWNER pursuant to this Contract, free from all liens, claims, and encumbrances.

5. **INSPECTION AND TESTING OF MATERIALS**

All materials and equipment used in the Work shall be subject to adequate inspection and testing in accordance with the accepted standards. The laboratory or inspection agency shall be selected by the OWNER. The OWNER will pay for all laboratory inspection service direct and not as part of this Contract.

Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

6. **"OR EQUAL" CLAUSE**

Whenever a material, article, or piece of equipment is identified on the plans or in the specifications by reference to manufacturers' or vendors' names, tradenames, catalogue numbers, etc., said identification is intended to establish a standard. Any material, article, or equipment of other manufacturers and vendors which will perform satisfactorily the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the OWNER, of equal quality, substance, and function. It shall not be purchased or installed by the CONSTRUCTION MANAGER without the written approval of the OWNER.

7. **PATENTS**

The CONSTRUCTION MANAGER shall hold and save the OWNER's members, officers, employees, or representatives, harmless from liability of any nature or kind, including cost and expenses, for, or on account of any patented or unpatented inventions, process, article, or appliance manufactured or used in the performance of this Contract, including its use by the OWNER, unless otherwise specifically stipulated in the Contract Documents.

License or Royalty Fees: License and/or royalty fees for the use of a process which is authorized by the OWNER of the Project must be reasonable, and paid to the holder of the patent, or his authorized licenses, direct by the OWNER and not by or through the CONSTRUCTION MANAGER.

If the CONSTRUCTION MANAGER uses any design, device, or materials covered by letters, patent, or copyright, he shall provide for said use by suitable agreement with the owner of said patented or copyrighted design, device, or material. It is mutually agreed and understood that, without exception, the Contract prices shall include all royalties or costs arising from the use of said design, device, or materials in any way involved in the Work. The CONSTRUCTION MANAGER and/or his sureties shall defend, indemnify, and save harmless the OWNER and the Client from any and all claims for infringement by reason of the use of said patented or copyrighted design, device, or materials or under this Contract, and shall indemnify the OWNER

B5

for any cost, expense, or damage which it may be obliged to pay by reason of said infringement at any time during the prosecution of the Work or after completion of the Work.

8. **SURVEYS, PERMITS, AND REGULATIONS**

Unless otherwise expressly provided for in the specifications, the OWNER will furnish to the CONSTRUCTION MANAGER all surveys necessary for the execution of the Work, but the CONSTRUCTION MANAGER shall lay out the Work.

The CONSTRUCTION MANAGER shall procure and pay for all permits and licenses necessary for the execution of his Work and the use of said Work when completed.

The CONSTRUCTION MANAGER shall comply with all the laws, ordinances, rules, orders, and regulations relating to the performance of the Work, and the protection of adjacent property.

9. **CONSTRUCTION MANAGER'S OBLIGATIONS**

The CONSTRUCTION MANAGER shall and will, in good workmanlike manner, furnish all supplies and materials, machinery, equipment, facilities, and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all Work required by this Contract within the provisions of this Contract and said specifications and in accordance with the plans and drawings of the Work covered by this Contract and any and all supplemental plans and drawings and in accordance with the direction of the OWNER as given from time to time during the progress of the Work.

He shall furnish, erect, maintain, and remove such construction plant and such temporary works as may be required. He alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods, and for damage which may result from their failure or their improper construction, maintenance, or operation. The CONSTRUCTION MANAGER shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of this Contract and specifications, and shall do, carry on, and complete the entire Work to the satisfaction of the OWNER.

10. **WEATHER CONDITIONS**

In the event of temporary suspension of work or during inclement weather or whenever the OWNER shall direct, the CONSTRUCTION MANAGER will, and will cause its Subcontractors to protect carefully its and their work and material against damage or injury from the weather. If, in the opinion of the OWNER, any Work or material shall have been damaged or injured by reason of failure on the part of the CONSTRUCTION MANAGER or any of its Subcontractors so to protect his work, said materials shall be removed and replaced at the expense of the CONSTRUCTION MANAGER.

11. **INSPECTION**

The authorized representatives and agents of the OWNER shall be permitted to inspect all Work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

12. **REPORTS, RECORDS, AND DATA**

The CONSTRUCTION MANAGER shall submit to the OWNER, and the CONSTRUCTION MANAGER shall require each of its Subcontractors to submit to the CONSTRUCTION MANAGER for submission to the OWNER, such schedules of quantities and costs, progress schedules, payroll, reports, estimates, records, and other data as the OWNER may request concerning work performed or to be performed under this Contract.

13. **TIME OF COMMENCEMENT AND COMPLETION OF THE WORK**

The Work shall be commenced at the time stated in the written order of the OWNER as the date of said commencement and shall be completed on the date specified in this Contract for completion.

It is hereby understood and mutually agreed, by and between the CONSTRUCTION MANAGER and the OWNER, that the date of beginning and the Time of Completion as specified in this Contract of the work to be done hereunder are essential conditions of this Contract; and it is further mutually understood and agreed that the work embraced in this Contract shall be commenced on a date to be specified in the work order.

The CONSTRUCTION MANAGER agrees that said Work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed by and between the CONSTRUCTION MANAGER and the OWNER, that the Time of Completion of the Work described herein is a reasonable time for the completion of same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

14. **CORRECTION OF WORK**

All Work, all materials, whether incorporated in the Work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the OWNER who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture, and methods of construction for the purposes for which they are used. Should they fail to meet his approval, they shall be forthwith reconstructed, made good, replaced, and/or corrected as the case may be, by the CONSTRUCTION MANAGER at his own expense. Rejected material shall immediately be removed from the site. Acceptance of material and workmanship by the OWNER's inspectors shall not relieve the CONSTRUCTION MANAGER from his obligation to supply other material and workmanship when so ordered by the OWNER.

15. **REDUCTION OF WAGES AND SALARIES CAUSED BY GOVERNMENTAL ACTION**

a. The CONSTRUCTION MANAGER shall submit to the OWNER upon its request all wages and salary rates for the various classes of construction employees used in computing his bid or offer submitted to the OWNER in connection with the Work and any other data and certifications that the OWNER deems necessary to comply with the requirements and objectives of any Federal or State of New York Economic Stabilization or similar program.

b. The Work shall not be deemed completed for purposes of making final payment pursuant to the Contract Documents until (1) all said information, data, and certifications have been provided by the CONSTRUCTION MANAGER to the OWNER; and (2) the final contract price has been established in accord with said Federal and/or State Economic Stabilization program.

c. The CONSTRUCTION MANAGER shall include these provisions in all subcontracts and shall require their inclusion in all subcontracts of any tier and all data required by the OWNER pursuant to those provisions shall be provided to the OWNER by the CONSTRUCTION MANAGER.

16. **OWNER'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF**

The CONSTRUCTION MANAGER agrees that he will indemnify and save harmless the OWNER from all claims growing out of the lawful demands of the CONSTRUCTION MANAGER's Subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this Contract. The CONSTRUCTION MANAGER shall furnish satisfactory evidence that all obligations, of the nature herein above designated, have been paid, discharged, or waived. If the CONSTRUCTION MANAGER fails to do so,

B7

then the OWNER may, after having served written notice on the said CONSTRUCTION MANAGER, either pay unpaid bills, of which the OWNER has written notice, direct or withhold from the CONSTRUCTION MANAGER's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the CONSTRUCTION MANAGER shall be resumed in accordance with the terms of this Contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONSTRUCTION MANAGER or its Surety. In paying any unpaid bills of the CONSTRUCTION MANAGER, the OWNER shall be deemed the Agent of the CONSTRUCTION MANAGER, and any payment so made by the OWNER shall be considered as a payment made under this Contract by the OWNER to the CONSTRUCTION MANAGER and the OWNER shall not be liable to the CONSTRUCTION MANAGER for any such payment made in good faith.

17. MUTUAL RESPONSIBILITY OF CONTRACTORS

If through acts of neglect on the part of the CONSTRUCTION MANAGER, any Contractor or Subcontractor suffers loss or damage, the CONSTRUCTION MANAGER agrees to settle with said Contractor or Subcontractor by agreement or arbitration, if such Contractor or Subcontractor will so settle. If any such Contractor or Subcontractor shall assert any claim against the OWNER on account of any damage alleged to have been sustained, the OWNER shall notify the CONSTRUCTION MANAGER, who shall indemnify and save harmless the OWNER against any such claim. The foregoing is limited to those obligations assumed by the CONSTRUCTION MANAGER under the General Conditions Work Phase of this Contract but shall not limit any liability under any other Phase of this Agreement.

18. SUBCONTRACTS

The CONSTRUCTION MANAGER may utilize the services of specialty Subcontractors on those parts of the Work which, under normal contracting practices, are performed by specialty Subcontractors.

The CONSTRUCTION MANAGER shall not award any work to any Subcontractor without prior written approval of the OWNER, which approval will not be given until the CONSTRUCTION MANAGER submits to the OWNER a written statement concerning the proposed award to the Subcontractor, which statement shall contain such information as the OWNER may require.

The CONSTRUCTION MANAGER shall be as fully responsible to the OWNER for the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

The CONSTRUCTION MANAGER shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the CONSTRUCTION MANAGER by the terms of this General Conditions Agreement and other Contract Documents insofar as applicable to the work of Subcontractors and to give the CONSTRUCTION MANAGER the same power as regards terminating any subcontract that the OWNER may exercise over the CONSTRUCTION MANAGER under any provisions of the Contract Documents.

Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the OWNER.

The CONSTRUCTION MANAGER will insert in any subcontracts this Article, Article 24., entitled PROHIBITED INTERESTS, and Article 26., entitled USE OR OCCUPANCY OF BUILDING PRIOR TO ACCEPTANCE BY OWNER, contained herein and such other clauses as the OWNER may, by instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

19. USE OF PREMISES AND REMOVAL OF DEBRIS

a. The CONSTRUCTION MANAGER on this Work expressly agrees to undertake the following:

- 1.) every precaution against injuries to persons or damage to property;
- 2.) storage of his apparatus, materials, supplies, and equipment in such orderly fashion at the site of the Work as will not unduly interfere with the progress of his work or the work of any other Contractor working on the site;
- 3.) to place upon the Work or any part thereof only such loads as are consistent with the safety of the portion of the Work;
- 4.) that before final payment he will remove all surplus materials, false work, temporary structures, including foundations thereof, plant of any description, and debris of every nature resulting from his operations, and to leave the Work in a neat, orderly condition suitable for use and occupancy;
- 5.) at all times during the progress of the Work keep the building and the site free from accumulation of debris resulting from the Work. If the accumulation of waste matter and rubbish interfere with the Work of others or present a fire hazard, it shall be removed immediately; and
- 6.) to confine his apparatus, materials, and operations of his workmen to limits prescribed by law or by contract limit lines except as the latter may be extended with the approval of the OWNER.

b. Burning of rubbish or waste material will not be permitted.

c. Removal of all waste and rubbish resulting from the Work shall be through chutes or lowered by hoists in receptacles.

20. ESTIMATED QUANTITIES

The estimated quantities of work to be completed and the materials to be furnished, under this Contract, as shown in any of the documents, are given only for the OWNER's use in comparing proposals and to indicate the approximate total amount of this Contract; and the right is especially reserved, except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the OWNER to complete the Work contemplated by this Contract, and said increase or diminution shall in no way vitiate this Contract, nor shall any such increase or diminution give cause for claims or liability for damages.

21. CONFLICTING CONDITIONS

Any provision in any of the Contract Documents which may be in conflict or inconsistent with any of the paragraphs in these General Conditions shall be void to the extent of said conflict or inconsistency.

22. NOTICE AND SERVICE THEREOF

Any notice to the CONSTRUCTION MANAGER from the OWNER relative to any part of the Contract shall be in writing and service considered complete when said notice is mailed to the CONSTRUCTION MANAGER at the last address given by the CONSTRUCTION MANAGER, or when

B9

delivered in person to said CONSTRUCTION MANAGER or the CONSTRUCTION MANAGER's authorized representative.

23. WITHHOLDING OF PAYMENTS

The OWNER in its sole discretion may withhold from the CONSTRUCTION MANAGER so much of any approved payments due him as may in the judgment of the OWNER be necessary:

- a. to assure the payment of just claims due and unpaid of any persons supplying labor or materials for the Work specified in this Agreement;
- b. to protect the OWNER from loss due to defective work specified in this Agreement not remedied, or
- c. to protect the OWNER from loss due to injury to persons or damage to the work specified in this Agreement or property of other Contractors, Subcontractors, or others caused by the act or neglect of the CONSTRUCTION MANAGER or any of his Subcontractors. The OWNER shall have the right to apply any such amounts so withheld in such a manner as the OWNER may deem proper to satisfy said claims or to secure such protection. Said application of said money shall be deemed payments for the account of the CONSTRUCTION MANAGER.

The provisions of this Article are solely for the benefit of the OWNER, and any action or non-action hereunder by the OWNER shall not give rise to any liability on the part of the OWNER.

24. PROHIBITED INTERESTS

Officers and employees of the OWNER are bound by Sections 73, 73-a, and 74 of the Public Officers Law. In addition, no officer, employee, architect, attorney, engineer, inspector, or consultant of or for the OWNER authorized on behalf of the OWNER to exercise any legislative, executive, administrative, supervisory, or other similar functions in connection with the Contract or the Work, shall become personally interested, directly or indirectly, in the Contract, material supply contract, subcontract, insurance contract, or any other contract pertaining to the Work.

25. SIGNS

There shall be erected, adjacent to the access road to the Project site, and/or at the Project, a sign or signs identifying the Project. The sign shall comply with the following sample drawing and shall contain the name of the Project, the Dormitory Authority - State of New York, the name of the Architect, the name of the CONSTRUCTION MANAGER, the name of the General Contractor, and other information as required by the OWNER.

26. USE OR OCCUPANCY OF BUILDING PRIOR TO ACCEPTANCE BY OWNER

If before the final completion of all work contemplated herein it shall be deemed necessary by the OWNER to take over, use, occupy, or operate any part of the completed or partly completed Work, the OWNER shall have the right to do so, and the Contractors shall not in any way interfere with or object to the use, occupation, or operation of said Work by the OWNER after receipt of notice in writing from the OWNER that said Work or part thereof will be used by the OWNER on and after the date specified in said notice.

27. SCOPE OF WORK

The CONSTRUCTION MANAGER will furnish all plant, labor, materials, supplies, equipment, and other facilities and things necessary or proper to or incidental to the work contemplated by this Contract, as required by and in strict accordance with the applicable plans, specifications, and addenda (hereinafter

enumerated), prepared and in strict accordance with such changes as are ordered and approved pursuant to this Contract and will perform all other obligations imposed on him by this Contract.

28. REPRESENTATIONS OF CONSTRUCTION MANAGER

The CONSTRUCTION MANAGER represents and warrants:

- a. that he is financially solvent and that he is experienced in and competent to perform the type of work and to furnish the plant and materials, supplies, or equipment, to be so performed or furnished by him; and
- b. that he is familiar with all Federal, State, Municipal, and Department Laws, ordinances, orders, and regulations, which may in any way affect the Work of those employed therein, including, but not limited to, any special acts relating to the Work or the Project of which it is a part; and
- c. that the Work required by this Contract can be satisfactorily constructed and used for the purpose for which it is intended, and that said construction will not injure any person or damage any property; and
- d. that he has carefully examined the applicable plans and specifications, and addenda, if any, and site of the Work and that, from his own investigations he has satisfied himself as to the nature and location of the Work, the character, quality, and quantity of surface and subsurface materials likely to be encountered, the character of equipment and other facilities needed for the performance of the Work, the general and local conditions, all other materials which may in any way affect the Work or its performance.

29. THE OWNER'S RIGHT TO DO WORK

If the CONSTRUCTION MANAGER should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, the OWNER, after three (3) days written notice to the CONSTRUCTION MANAGER may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then and thereafter due the CONSTRUCTION MANAGER.

30. CERTIFICATE OF COMPLETION

Upon completion of all work whatsoever required, the CONSTRUCTION MANAGER shall file a written certificate with the OWNER as to the entire amount of work performed and compensation earned by the CONSTRUCTION MANAGER including Extra Work and compensation thereof.

31. LIENS

Upon the OWNER's receipt of a Lien, a sum which shall be one and one-half (1-1/2) times the amount stated to be due in the Notice of Lien shall be deducted from the current payment due the CONTRACTOR. This sum shall be withheld until the Lien has been discharged.

32. ACCESS TO WORK

The OWNER and his representative shall at all times have access to the Work wherever it is in preparation or progress and the CONSTRUCTION MANAGER shall provide proper facilities for said access and so that the OWNER may perform his functions under the Contract Documents.

If the specifications, the OWNER's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, the CONSTRUCTION MANAGER shall give the OWNER timely notice of its readiness for observation by the OWNER or inspection by another authority, and if the inspection

B11

37. TEMPORARY OFFICE

The CONSTRUCTION MANAGER, until all work covered by this Contract is accepted by the OWNER, shall provide a temporary office structure, or space, as determined by the OWNER, on the site at a location approved by the OWNER.

This structure/space shall be for the exclusive use of the CONSTRUCTION MANAGER, the Architect, and the OWNER. The CONSTRUCTION MANAGER shall bear the cost of constructing or furnishing said structure/space and maintain, keep clean, and at the completion of all work, remove said structure/space, repairing and refinishing the area as directed.

The structure/space shall be of such size and furnished and equipped with such facilities as hereinafter listed:

- a.
 - 1) 3 plan table (3'-0" x 10'-0")
 - 2) 6 plan racks
 - 3) 8 office type desks with drawers and chairs which shall be suitable for use at the office desks.
 - 4) 8 metal, four drawer, letter size filing cabinets with lock.

b. Conference table and chairs for job meetings. Size of table shall be 3'x15'. Furnish 20 folding chairs.

(Number and sizes of a. and b. shall be determined by the CONSTRUCTION MANAGER).

c. Interior sanitary facilities, including a lavatory supplied with hot and cold water and a flush toilet. Toilet and sink shall be connected to an approved sewerage disposal system.

d. A heating and air conditioning system with adequate fuel to maintain heating and cooling temperatures conforming to all applicable Federal regulations.

e. An electrical lighting system.

f. Install a telephone for the use of the Architects and pay all monthly local charges only.

The filing cabinet shall be new. Desks and chairs shall be in good repair and functional.

When adequate space is available in the building(s), the CONSTRUCTION MANAGER may transfer all the field office facilities to this space at his option and with the permission of the OWNER.

38. TEMPORARY LIGHT AND POWER

The CONSTRUCTION MANAGER shall, if not specifically provided for in the Contract Documents, process the necessary application to the lighting company.

39. RESTORATION OF ROADWAYS AND PAVEMENTS

Roadways and pavements and curbs that are broken, damaged, settled, or otherwise defective, as a result of receiving, handling, or storage of materials or the performance of any work under this Contract shall be fully restored to the satisfaction of the Authorities having jurisdiction, at the full cost and expense of the CONSTRUCTION MANAGER, if not specifically provided for in the Contract Documents. The extent of the repairs and replacements shall be as determined by said Authorities.

40. **ANTI-RIOT PROVISIONS**

The CONSTRUCTION MANAGER agrees that no part of the funds derived from this Contract shall be used to provide payments, assistance, or services, in any form, with respect to any individual convicted in any Federal, State, or local court of competent jurisdiction, of inciting, promoting, or carrying on a riot, or any group activity resulting in material damage to property or injury to persons, found to be in violation of Federal, State, or local laws designed to protect persons or property in the community concerned.

41. **ACCESSIBILITY**

The CONSTRUCTION MANAGER shall install Work so as to be readily accessible for operation, maintenance, and repair.

42. **SNOW REMOVAL**

The CONSTRUCTION MANAGER will promptly remove snow from all walkways on the Project.

43. **QUIET OPERATION**

All the work of the CONSTRUCTION MANAGER shall operate under all conditions of load without any sound or vibration which is objectionable, in the opinion of the OWNER. In the case of moving machinery, any sound or vibration noticeable outside of the room, in which it is installed, or any annoyingly noticeable sound or vibration inside its own room, will be considered objectionable. Sound or vibration conditions considered objectionable shall be corrected in an approved manner by the CONSTRUCTION MANAGER at his expense.

44. **GUARDS AND RAILINGS**

Provide belt drives and rotating machinery with readily removable guards or railings. Guards: Heavy angle iron frames, hinged and latched, with heavy galvanized iron wire crimped mesh securely fastened to frames. Railing: 1-1/4" pipe and rail fittings.

45. **TEMPORARY USE OF EQUIPMENT**

No equipment intended for permanent installation shall be operated for temporary purposes without the written permission of the OWNER.

46. **TAX EXEMPTION**

a. The OWNER is exempt from payment of Federal, State, local taxes, and sales and compensating use taxes of the State of New York and of cities and counties on all materials and supplies incorporated into the completed Work. These taxes are not to be included in bids. This exemption does not apply to tools, machinery, equipment, or other property leased by or to the CONSTRUCTION MANAGER or its Subcontractor, or to supplies and materials which, even though they are consumed, are not incorporated into the completed Work, even though CONSTRUCTION MANAGER and its Subcontractors shall be responsible for and pay any and all applicable sales and compensating use taxes, on said leased tools, machinery, equipment, or other property and upon all such unincorporated supplies and materials.

b. The CONSTRUCTION MANAGER and its Subcontractors shall obtain any and all necessary certificates or other documentation from the appropriate governmental agency or agencies, and use said certificates or other documentation as required by law, rule, or regulation.

47. **TEMPORARY ELEVATOR SERVICE FOR WORKMEN**

Where it is required by law the CONSTRUCTION MANAGER shall provide, if not specifically specified in the Contract Documents, temporary elevator service for workmen and all other persons engaged on the Project until the permanent elevators are placed in operation.

48. **TEMPORARY ROADWAYS**

The CONSTRUCTION MANAGER shall maintain, if not specifically specified in the Contract Documents, all temporary roads used for the Work of the Project keeping the surfaces of these roadways free from mounds, depressions, and obstructions of any kind including snow. He shall apply calcium chloride or other material as required to control dust.

The CONSTRUCTION MANAGER shall allow all persons engaged in the Project, including Architects, Engineers, OWNER, and materialmen and all Contractors employed on the Project free use of all temporary roads provided under this Contract.

49. **TRAFFIC CONTROL**

Access: Routes of ingress and egress on the grounds and within the Facility to the location of the Work shall be over routes as indicated on the drawings and as directed by the CONSTRUCTION MANAGER. Such access roadways shall remain open at all times unless closing is approved beforehand by the OWNER.

50. **POLLUTION CONTROL**

a. The CONSTRUCTION MANAGER on the Project shall comply with the regulations of the Department of Environmental Conservation, with respect to its work, including but not limited to the following:

- 1) take all necessary precautions including, but not limited to, the digging and maintaining settling basins, dams, diverting streams, and all other actions that may be necessary to prevent silt and waste of any kind from being deposited, silting and reduction of quality of streams below the construction area, and downstream properties as a result of construction operations;
- 2) will not dispose of volatile fluid wastes (such as mineral spirits, oil, or paint thinner) or any other wastes which are prohibited by local ordinances, into storm or sanitary sewer systems or into streams or waterways; and
- 3) will not burn trash or waste matter on the site.

51. **FIRE PREVENTION CONTROL**

a. The CONSTRUCTION MANAGER shall provide at the site of the Project, at a location approved by the OWNER, a private unlisted telephone reserved for fire calls only, in the event that a municipal fire alarm box is not located within 300' from the site of the Project. The phone must be in addition to regular business phones and a rule prohibiting its use for purposes other than alarm for fire or other emergencies must be strictly enforced. The phone itself should be colored red and be located at a point quickly available to all employees, including watchmen. Clear instructions for the sending of a fire alarm should be conspicuously posted by the phone and all personnel customarily at work near the phone shall be acquainted with the procedure. If such a phone is required, the CONSTRUCTION MANAGER must provide same from the time the OWNER notifies him to proceed until the time the OWNER accepts all the work covered by this Contract.

b. The CONSTRUCTION MANAGER shall take all precautions necessary and required to prevent fires and comply with all local, state, and federal laws governing fire safety.

GENERAL INSURANCE REQUIREMENTS

DATE (MM/DD/YY)

PRODUCER		INSURED			COVERAGE	
Local Agent		Your Name			<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</p> <p>COMPANIES AFFORDING COVERAGE</p> <p>COMPANY A Your Insurance Company</p> <p>COMPANY B Your Insurance Company</p> <p>COMPANY C Your Insurance Company</p> <p>COMPANY D Your Insurance Company</p> <p>COMPANY E Your Insurance Company</p>	
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONT PROT <input checked="" type="checkbox"/> Include Independent Contractors <input checked="" type="checkbox"/> XCU Coverage	XYZ-123	04/01/XX	04/01/XY	GENERAL AGGREGATE	\$1,000,000
					PRODUCTS-COMP/OP AGG	\$1,000,000
					PERSONAL & ADV INJURY	\$1,000,000
					EACH OCCURRENCE	\$1,000,000
					FIRE DAMAGE (Any one fire)	\$ 50,000
					MED EXP (Any one person)	\$ 5,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> GARAGE LIABILITY	ABC-345	04/01/XX	04/01/XY	COMBINED SINGLE LIMIT	\$1,000,000
					BODILY INJURY (Per Person)	\$1,000,000
					BODILY INJURY (Per accident)	\$1,000,000
					PROPERTY DAMAGE	\$1,000,000
C	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	LLL-567	04/01/XX	04/01/XY	EACH OCCURRENCE	\$4,000,000
					AGGREGATE	\$4,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WCP-478	04/01/XX	04/01/XY	<input type="checkbox"/> STATUTORY LIMITS	
					EACH ACCIDENT	\$ 100,000
					DISEASE - POLICY LIMIT	\$ 100,000
					DISEASE - EACH EMPLOYEE	\$ 100,000
E	OTHER NYS Disability Benefits	DBL-810	04/01/XX	04/01/XY	STATUTORY	
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS: Waiver of Subrogation for Workers Comp. & General Liability DASNY CONTRACT NO. _____ FACILITY: _____ PROJECT NAME: _____ The following are Additional Insureds as respects this Project:						

CERTIFICATE HOLDER	CANCELLATION
Dormitory Authority—State of New York 181 Delaware Avenue Delmar, NY 12054 Attn: Risk Management Unit	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY XXXXXXXXXXXXXXXXXXXXXXXX MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT XXXXXXXXXXXXXXXXXXXXXXXX
	AUTHORIZED REPRESENTATIVE Your Representative

CONSULTANT'S PERMANENT EMPLOYEE DISTRIBUTION**DORMITORY AUTHORITY - STATE OF NEW YORK**

Office For Affirmative Action

One Penn Plaza, 52nd Floor

New York, New York 10119-0118

CONSULTANT IDENTIFICATION

Firm _____

Address _____

Address _____

City _____

Fed ID No. _____

Contact Person _____

State Zip _____

Telephone _____

PROJECT INFORMATION

Project _____

Contract Amount \$ _____

Contract Number _____

DISTRIBUTION OF PERMANENT EMPLOYEES

ENTER POSITION OR JOB TITLE	FEMALE EMPLOYEES					MALE EMPLOYEES				
	WHITE	BLACK	AMERICAN	HISPANIC	ASIAN	WHITE	BLACK	AMERICAN	HISPANIC	ASIAN
EXECUTIVE AND OWNER: For position titles such as President, Partner, Owner, Treasurer, Secretary, etc.										

PROFESSIONAL: For position titles of individuals possessing a License to practice their profession

TECHNICAL AND MANAGEMENT: For position titles except Executive and Owner, Professional, and Clerical and Support

CLERICAL AND SUPPORT

Type Name of Principal or Officer _____

Type Title of Principal or Officer _____

Signature of Principal or Officer _____

Date _____

Form: AE-EEO 3.0, 04/01/94

3.1

CONSULTANT'S UTILIZATION PLAN**DORMITORY AUTHORITY - STATE OF NEW YORK**

Office For Affirmative Action
One Penn Plaza, 52nd Floor
New York, New York 10119-0118

CONSULTANT IDENTIFICATION

Firm _____
Address _____
Address _____
City _____ State Zip _____
Contact Person _____ Telephone _____

PROJECT INFORMATION

Project _____ Contract Amount \$ _____
Address _____ Contract Number _____
Address _____ Project Term _____ Mo.
Address _____ Authority Goal: MBE _____ (%)
Authority Goal: WBE _____ (%)

Work Description _____

1. List previous Dormitory Authority Work performed by your Firm:

Project _____	Contract Amount \$ _____
MBE Utilization: \$ _____	WBE Utilization: \$ _____
Project _____	Contract Amount \$ _____
MBE Utilization: \$ _____	WBE Utilization: \$ _____
Project _____	Contract Amount \$ _____
MBE Utilization: \$ _____	WBE Utilization: \$ _____

2. Do you intend to engage other consultants or acquire other services in connection with the Work of this Contract?
☐ No ☐ Yes If YES, provide the information below:

TYPE OF CONSULTANT OR SERVICE	ESTIMATED AMOUNT
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

3. Do you intend to acquire any supplies, materials, furniture, equipment or similar items in connection with the Work of this Contract? ☐ No ☐ Yes If YES, provide the information below:

TYPE OF SUPPLIES, MATERIALS, ETC.	ESTIMATED AMOUNT
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

CONSULTANT'S UTILIZATION PLAN

4. List several Minority- and Women-Owned Businesses, MBE and WBE, utilized by your Firm during the past three year

Firm Name _____	Service/Product Provided: Award \$ _____
Addr _____	
Addr _____	<input type="checkbox"/> MBE <input type="checkbox"/> WBE
Firm Name _____	Service/Product Provided: Award \$ _____
Addr _____	
Addr _____	<input type="checkbox"/> MBE <input type="checkbox"/> WBE
Firm Name _____	Service/Product Provided: Award \$ _____
Addr _____	
Addr _____	<input type="checkbox"/> MBE <input type="checkbox"/> WBE
Firm Name _____	Service/Product Provided: Award \$ _____
Addr _____	
Addr _____	<input type="checkbox"/> MBE <input type="checkbox"/> WBE

5. Complete the Minority- and Women-Owned Business Goal Tabulation Schedule below for your Firm using either dollar amounts or a percentage of your Contract.

GOAL AWARD CATEGORY	MBE GOAL	WBE GOAL	DOLLARS or PERCENT	
Consultants and Services	_____	_____	<input type="checkbox"/> (\$)	<input type="checkbox"/> (%)
Supplies, Materials, etc.	_____	_____	<input type="checkbox"/> (\$)	<input type="checkbox"/> (%)
Total Goal	_____	_____	<input type="checkbox"/> (\$)	<input type="checkbox"/> (%)

6. The space below is provided for comments that your Firm may have regarding the utilization of Minority- and/or Women-Owned Businesses in the Work of your Contract.

Principal or Officer:

Type Name of Principal or Officer

Type Title of Principal or Officer

Signature of Principal or Officer

Date

Do not write below the line above

Approved: _____

Senior Director, Office For Affirmative Action
Dormitory Authority - State of New York

Date

FORM: AE-AAP 1.0, 04/01/94

1.2

CONSULTANT'S BID-CONTRACT ACTIVITY SUMMARY WITH MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES

DORMITORY AUTHORITY - STATE OF NEW YORK

Office For Affirmative Action
One Penn Plaza, 52nd Floor
New York, New York 10119-0118

CONSULTANT IDENTIFICATION

Firm _____ Fed ID No. _____
Address _____
Address _____
City _____ State Zip _____
Contact Person _____ Telephone _____

PROJECT INFORMATION

Project _____ Contract Amount \$ _____
Contract Number _____
Work Description _____ MBE Goal Status: ☐ Over ☐ Under
Consultant's Goals: MBE \$ _____ WBE \$ _____ WBE Goal Status: ☐ Over ☐ Under

MINORITY- AND WOMEN-OWNED BUSINESS BID AND CONTRACT ACTIVITY SUMMARY

Firm Name _____	Value of Proposal/Bid Received or Award _____	\$ _____
Addr _____	Date of Award, Pending or Eliminated Action _____	
Addr _____	Contract Status: <input type="checkbox"/> Awarded <input type="checkbox"/> Pending	<input type="checkbox"/> Eliminated
Work Description: _____	Type of Firm: <input type="checkbox"/> MBE <input type="checkbox"/> WBE	
Firm Name _____	Value of Proposal/Bid Received or Award _____	\$ _____
Addr _____	Date of Award, Pending or Eliminated Action _____	
Addr _____	Contract Status: <input type="checkbox"/> Awarded <input type="checkbox"/> Pending	<input type="checkbox"/> Eliminated
Work Description: _____	Type of Firm: <input type="checkbox"/> MBE <input type="checkbox"/> WBE	
Firm Name _____	Value of Proposal/Bid Received or Award _____	\$ _____
Addr _____	Date of Award, Pending or Eliminated Action _____	
Addr _____	Contract Status: <input type="checkbox"/> Awarded <input type="checkbox"/> Pending	<input type="checkbox"/> Eliminated
Work Description: _____	Type of Firm: <input type="checkbox"/> MBE <input type="checkbox"/> WBE	
Firm Name _____	Value of Proposal/Bid Received or Award _____	\$ _____
Addr _____	Date of Award, Pending or Eliminated Action _____	
Addr _____	Contract Status: <input type="checkbox"/> Awarded <input type="checkbox"/> Pending	<input type="checkbox"/> Eliminated
Work Description: _____	Type of Firm: <input type="checkbox"/> MBE <input type="checkbox"/> WBE	
Firm Name _____	Value of Proposal/Bid Received or Award _____	\$ _____
Addr _____	Date of Award, Pending or Eliminated Action _____	
Addr _____	Contract Status: <input type="checkbox"/> Awarded <input type="checkbox"/> Pending	<input type="checkbox"/> Eliminated
Work Description: _____	Type of Firm: <input type="checkbox"/> MBE <input type="checkbox"/> WBE	

Type Name of Principal or Officer

Type Title of Principal or Officer

Signature of Principal or Officer

Date